

Treaties of Text, Purpose, and Stability: Doctrinal Evolution of the Indus Waters Jurisprudence

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Abstract:

This paper traces the doctrinal evolution of Indus Waters Treaty (IWT)² interpretation from *Baglihar's*³ textualism through *Kishenganga's*⁴ purposive balancing to the Permanent Court of Arbitration's August 2025 Award⁵, which crystallises the IWT as a 'stability-first' allocation treaty. Situating the Award within the Treaty's institutional design and early disputes, this paper analyses how the PCA reconciled textual fidelity, *travaux préparatoires* and restrained teleology to preserve both Pakistan's headline entitlements and India's narrowly defined exceptions. This paper further explains why evolutive readings appropriate in some treaty regimes are ill-suited to detailed apportionment treaties like the IWT. It argues that the Award produces a layered jurisprudence in which prior neutral-expert and arbitral outcomes gain cumulative authority, and it projects a future of measured adaptation. The IWT's durability, the paper concludes, will rest on preserving the 1960 compromise's predictability while allowing limited, jurisprudentially guided accommodation of pressing technical and environmental challenges.

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² Indus Waters Treaty 1960, Between the Government of India, the Government of Pakistan and the International Bank for Reconstruction and Development, signed at Karachi on 19 September 1960, 419 U.N.T.S. 126. The Treaty entered into force on 12 January 1961, with retroactive effect from 1 April 1960.

³ Baglihar Hydro-electric Plant (Pakistan v. India) Neutral Expert Proceedings 2005.

⁴ Indus Waters Kishenganga Arbitration (Pakistan v. India) PCA Case No. 2011-01 2010.

⁵ Indus Waters Western Rivers Arbitration (Islamic Republic of Pakistan v. Republic of India), PCA Case No. 2023-01, Award on Issues of General Interpretation of the Indus Waters Treaty dated 8 August 2025.

Introduction

The August 2025 Award of the Permanent Court of Arbitration (PCA) marks the latest and perhaps most consequential moment in the jurisprudence of the Indus Waters Treaty (IWT). Beyond settling a technical dispute, it revisits fundamental questions of interpretation under one of the most carefully drafted water-sharing treaties in international law. To fully appreciate its significance, the Award must be situated within the broader historical and legal trajectory of the IWT and the disputes that have shaped its operation, before turning to the Award itself.

The first part of the paper is divided into two sections. The first outlines the historical background of the IWT, with attention to its allocation of rivers and institutional design as well as its adjudicatory framework. The second turns to the first generation of disputes under the IWT, particularly the *Baglihar* (Neutral Expert) and *Kishenganga* (PCA) cases, which tested the scope of Indian rights over the western rivers and clarified interpretive ambiguities in Annexure D.

The second part of the paper likewise comprises two sections. The first provides a detailed analysis of the Award, with particular attention to Part VIII on Article III and Annexure D, examining the interpretive questions it raised and the Court's reasoning. The second steps back to offer broader doctrinal reflections, tracing the Award's implications for treaty interpretation in international law while situating its significance within the evolving jurisprudence of the Indus Waters Treaty.

Part-1

The Treaty in Context

I. Origins of the Treaty

Signed in 1960 between India, Pakistan, and the World Bank, the Indus Waters Treaty (IWT) emerged from the post-Partition canal waters dispute of 1948, when India cut supplies to Pakistan's Punjab. After failed bilateral talks, World Bank mediated negotiations began in 1952, culminating in an agreement that allocated the three eastern rivers (Sutlej, Beas, Ravi) to India and the three western rivers (Indus, Jhelum, Chenab) to Pakistan⁶ whilst also granting India limited rights over the western rivers.⁷

Materially, the Treaty, comprising a Preamble, twelve Articles, and eight Annexures, established a detailed framework for water use, hydropower, and dispute resolution. Its geographic scope, defined in the Preamble, Article I, and Article XI, extends to all six rivers of the Indus system, their tributaries, and associated lakes. Unlike the UN Watercourses Convention of 1997 (UNWC)⁸, which adopts a basin-wide and multi-riparian approach, the IWT is confined to India and Pakistan, with the World Bank joining only in respect of financial and dispute-settlement obligations. This introduced a distinctive third-party role absent from most other water treaties.

With regard to the substantive allocation regime, Articles II and III form its core by delineating the respective entitlements of India and Pakistan over the eastern and western rivers. Under Article II, India received exclusive rights over the three eastern rivers, subject to a transitional period and compensation arrangements, while Pakistan retained unrestricted use of the western rivers under Article III. India's rights on the latter are, however, narrowly circumscribed: limited agricultural use as per Annexure C; domestic and non-consumptive uses; hydropower generation

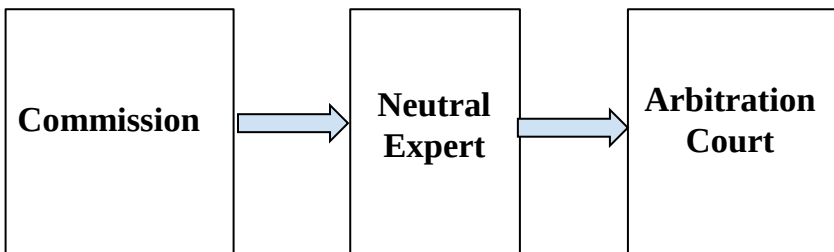
⁶ Uttam Kumar Sinha (2021), 'Sixty Years of the Indus Water Treaty: The Past and the Future', (Indian Foreign Affairs Journal Vol. 16, No. 1, pp.1). <https://www.jstor.org/stable/10.2307/48720472>

⁷ n2, Annex D para. 15 (iii).

⁸ UN Convention on the Law of the Non-Navigational Uses of International Watercourses (adopted 21 May 1997, not yet in force) UN Doc A/RES/51/229, 36 ILM 700 (1997).

subject to design criteria under Annexure D, such as limits on pondage, dead and live storage levels, turbine discharge rates, spillway and intake design and operating pool constraints, and; small-scale storage under Annexure E.

Whereas for procedural and institutional mechanisms, they are established by Articles V–VIII, reinforced by Annexures C-E. These include arrangements for financing transitional works, the exchange of hydrological data, and cooperative monitoring. Recognizing that a treaty of such technical complexity required a standing body for day to day implementation and confidence-building, Article VIII established the Permanent Indus Commission. A bilateral body that has met regularly since 1960, even during armed conflicts, has provided an institutional backbone to the Treaty. This backbone is further calcified by Article IX, which establishes a three-tiered dispute-resolution framework. ‘Questions’ go first to the Commission, unresolved matters, or ‘differences’, to a Neutral Expert, and residual legal ‘disputes’ to a Court of Arbitration.



Normatively, this dispute-resolution mechanism closely parallels Article 33 of the UNWC⁹, which likewise provides a graduated menu of negotiation, mediation, conciliation, and, ultimately, binding procedures.¹⁰ Yet, the irony is that both India and Pakistan abstained from the UNWC’s adoption in 1997 precisely over their contrasting views of Article 33’s compulsory character: Pakistan

⁹ *ibid.*

¹⁰ Wouters, P. K., Vinogradov, S., Allan, A., Jones, P., & Rieu-Clarke, A., (2005), “Sharing transboundary waters– an integrated assessment of equitable entitlement: The legal assessment model”, IHP-VI Technical Document in Hydrology Series No. 74. Paris: UNESCO.

dismissed it as non-binding, while India criticized it as too mandatory.¹¹

Cumulatively, the IWT's design reflects three distinctive doctrinal choices: the adoption of rigid apportionment over equitable utilization, the incorporation of a limited but pivotal third-party role, and the creation of a tiered dispute-resolution framework. These elements have given the Treaty unusual resilience, but they have also generated recurring interpretive tensions, particularly as India has pursued hydroelectric development on the western rivers.¹²

II. Testing the Treaty: The *Baglihar* and *Kishenganga* Disputes

For the purposes of this paper, two aspects of the IWT's early disputes are central to the August 2025 Award and hence will be solely focused on. First, the *Baglihar* dispute tested the limits of India's hydropower rights under Annexure D, crystallizing the balance between permissible development and Pakistan's downstream security. Second, the *Kishenganga* dispute clarified the interplay between Article III's guarantee of Pakistan's unrestricted use of the western rivers and India's right to divert waters for run-of-river projects, raising interpretive issues that directly resurfaced before the PCA earlier this year.

(i) *Baglihar: Textualist vs. Contextualist Approach to Interpretation*

Built by India on the Chenab River in the Doda District in Jammu and Kashmir, the Baglihar Dam is a 450-megawatt power plant that posed a water security threat to Pakistan ever since its construction began in 1999. According to Pakistani experts, the Dam would deprive Pakistan of about 7,000 cubic feet per second

¹¹ UN General Assembly adopts Convention on Law of Non-Navigational Uses of International Watercourses (21 May 1997), Press Release UNGA 9248, pp.3-4).

¹² Muhammed Siyad (2005), "Indus Waters Treaty and Baglihar Project: Relevance of International Watercourse Law", *Economic and Political Weekly*, pp.3145-54).

(cusecs) of water.¹³ Following a grueling five-year series of bilateral talks and negotiations, the Pakistani government finally approached the World Bank for a Neutral Expert determination under Article IX (2a) of the IWT. Following a detailed consultative period as per the terms of Annexure F of the IWT, Professor Raymond Lafitte, a Swiss engineer, was picked as the Neutral Expert.¹⁴

Though material objections and counter-objections were technical in nature, both Pakistan and India invoked the principles of treaty interpretation under Articles 31 and 32 of the Vienna Convention on the Law of Treaties 1969 (VCLT).¹⁵ Summarily, Article 31 stipulates that the interpreter of a treaty is under an obligation to assign ordinary meaning to the terms of the treaty in a contextualised light of its object and purpose. In the event such interpretation leads to a manifestly absurd or unreasonable result, or leaves the meaning ambiguous, Article 32 provides recourse to supplementary means of interpretation, which includes the preparatory work (*travaux préparatoires*) of the treaty and the circumstances of its conclusion. At first glance, Article 31 embodies a textualist method of interpretation, while Article 32 reflects a contextualist approach focused on *travaux préparatoires* and negotiating history. In this dispute, India aligned itself with the former, while Pakistan advanced the latter, a historically grounded reading that would later give way to a more overtly purpose-driven stance in *Kishenganga*.

Although both parties advanced several arguments, the issue of developmental rights and downstream security will be examined here through the lens of the two interpretive approaches outlined above. India's primary contention to this end was that according to Article III (2) and Annexure D of the IWT, Pakistan's unfettered rights over the Western Rivers were contingent upon India's right to produce hydroelectric power through run-of-river dams on those rivers as this was an integral part of the IWT.¹⁶

¹³ Ijaz Hussain (2006), *Dimensions of Pakistan-India Relations*, (Lahore: Heritage Publications), pp.233.

¹⁴ Ijaz Hussain (2017), "Indus Waters Treaty", (Oxford University Press), pp.240-242.

¹⁵ Vienna Convention on the Law of Treaties, Entered into force on 27 January 1980. United Nations, Treaty Series, vol. 1155, pp. 331.

¹⁶ n14, pp.246.

Further, it was contended that this right to generate hydroelectric power should be given a wide interpretation as this was a basic principle enshrined in the preamble of the IWT. Relying on the statement of Sir Gerald Fitzmaurice, the International Law Commission's Special Rapporteur on the Law of Treaties¹⁷, and the ICJ's ruling in *United States Nationals in Morocco*¹⁸, India submitted that it is indeed the preamble which contains an express general statement of the treaty's objects and purposes. Pakistan outrightly rejected this argument, stating that the preamble is not a substantive part of the IWT; India's attachment to the expression 'the complete and satisfactory utilisation' of the Indus Rivers was subservient to the substantive limitations laid out in Annexure D.¹⁹ However, Professor Lafitte sided with India's textualist approach; a preamble does define in general terms the considerations that led to the conclusion of a treaty and so it carries important indications about its objects and purposes.²⁰

This ruling confirmed that even interpretive reliance on the preamble could expand India's development space, a signal of how textualism might privilege upstream interests within the rigid allocation scheme.

(ii) *Kishenganga: A Teleological Turn in Treaty Interpretation*

The Kishenganga Hydro-Electric Project (KHEP) was built by India on a tributary of the Jhelum, one of the Western Rivers. Pakistan has unrestricted rights over under Article III of the IWT. Around the same time, Pakistan was planning its own hydropower project, the Neelum-Jhelum Hydro-Electric Project (NJHEP). Objecting to the KHEP, Pakistan argued that the project would decrease the flow of water downstream, reducing the NJHEP's

¹⁷ Sir Gerald Fitzmaurice (1957), "The Law and Procedure of the International Court of Justice: Treaty Interpretation and Other Treaty Points", (British Yearbook of International Law Vol. 33.), pp.228.

¹⁸ *ibid*, supra note 46, pp.221.

¹⁹ The Baglihar Hydroelectric Plant, Memorial of the Government of Pakistan, 14 August 2005, para. 15.

²⁰ Baglihar Hydroelectric Plant, Expert Determination, Lausanne, Switzerland, 12 February 2007, paras. 12-16.

power generating capacity.²¹ Having failed to resolve the dispute by agreement, Pakistan initiated arbitration proceedings in the Permanent Court of Arbitration (PCA) on May 17, 2010.²²

One of the issues before the Court was whether India's proposed diversion of the Kishenganga/Neelum River breached the IWT. The Court held that India could divert water from the Kishenganga/Neelum River for power generation since it constituted a Run-of-River Plant for the purpose of Paragraph 15 of Annexure D.²³ However, the Court was careful to restrict India to design the KHEP in such a way that always maintained a minimum flow of 9 cumecs of water in the Kishenganga/Neelum River.²⁴ In reaching this conclusion, it appears the Court refrained from adopting the textualist approach the Neutral Expert had taken in the *Baglihar* dispute. Instead, the Court adopted a teleological approach to the interpretation of the IWT, that is, it read into the object and purpose of the treaty instead of ascertaining its ordinary meaning or the intentions of the parties.²⁵ In doing so, the Court conducted a balancing exercise between the varying definitions of 'object and purpose' put forth by Pakistan and India. Whereas Pakistan claimed the object and purpose of the IWT was to guarantee undiminished flow of water to Pakistan, India rebutted that it was rather the optimum utilisation and cooperative development of the watercourse.²⁶ On plain reading of Article III (2), in conjunction with Annexure D, Pakistan submitted that India could not utilise a tributary of the Jhelum to generate hydropower for use in areas *outside* that river's drainage basin. Contrarily, India argued, relying on contextualist reasoning, that Pakistan had misinterpreted the *travaux préparatoires* of the IWT: while it required power generation to occur within the

²¹ Jasmine Moussa (2015), "Implications of the Indus Water *Kishenganga* Arbitration for the International Law of Watercourses and the Environment", (ICLQ Vol. 64), pp.699.

<https://www.cambridge.org/core/journals/international-and-comparative-law-quarterly>

²² Indus Waters Kishenganga Arbitration (Pakistan v. India), Pakistan's Request for Arbitration dated 17 May 2010.

²³ *Kishenganga* Partial Award, Pt. V.

²⁴ *Kishenganga* Final Award, Pt. V.

²⁵ M Fitzmaurice (2014), "The Practical Working of the Law of Treaties" (MD Evans, International Law (4th edn), OUP) pp.179.

²⁶ n24.

drainage basin, it placed no restriction on the subsequent transmission of that power beyond it.²⁷ The Court chose not to literally interpret the text of Article III (2). Instead, it simply ascertained what it believed to be the object and purpose: there was no restriction on the use of electricity envisioned in the IWT.

Hence, the *Kishenganga* arbitration shifted the interpretive centre of gravity: it moved away from *Baglihar's* textualism toward a purposive balancing of rights that directly anticipated the 2025 Award. What neither dispute resolved, however, was the deeper doctrinal question: should the IWT remain tethered to its rigid text, or evolve through purposive interpretation to accommodate changing hydro-political and environmental realities?

It is into this unresolved space that the August 2025 Award intervened.

²⁷ *ibid.*

Part II

From Text to Purpose

I. The August Award

(i) Background

The August 2025 Award arose from Pakistan's long-standing objections to India's development of hydro-electric projects on the Western Rivers, particularly the Kishenganga and Ratle plants. Pakistan argued that the design and operation of these run-of-river projects departed from the strict criteria of Annexure D and, in practice, conferred on India a degree of control over the Western Rivers beyond that envisaged by the Treaty, thereby undermining Article III's guarantee of Pakistan's unrestricted use. India, by contrast, declined to participate in the proceedings, maintaining that a neutral expert, rather than a Court of Arbitration, was the proper forum.²⁸ The political backdrop was further complicated in April 2025, when India declared that the Treaty would be held in abeyance pending Pakistan's renunciation of support for cross-border terrorism.²⁹ Pakistan rejected this position as legally ineffective, and in June 2025, the Court confirmed in a Supplemental Award on Competence that India's unilateral suspension could not affect the Court's jurisdiction or its duty to proceed.³⁰ These developments followed the Court's *earlier* Award on Competence of July 2023³¹, which had already affirmed its authority to hear the case notwithstanding India's non-participation and the parallel neutral expert process.

With the issue of competence thus settled, the Court proceeded in a phased manner, with the first phase addressing questions of general interpretation rather than the specifics of either project. It is this First Phase on the Merits, particularly Part VIII of the Award, that is most relevant for the purposes of this paper, as it clarifies the interpretive framework governing the IWT, namely,

²⁸ Award on Issues of General Interpretation of the Indus Waters Treaty dated 8 August 2025, para. 8.

²⁹ *ibid*, para. 105.

³⁰ Supplemental Award on the Competence of the Court dated 27 June 2025.

³¹ Award on the Competence of the Court dated 6 July 2023.

the balance between textual, contextual, and teleological methods, and the binding effect of earlier dispute-settlement decisions.

(ii) Part VIII: Interpretive Framework

At the heart of it, the fundamental question the Court had to answer was how Article III and Annexure D, Part 3 of the IWT should be read in relation to India's hydro-electric projects on the Western Rivers. Pakistan's position could most aptly be described as strictly textualist in this matter. It argued that Article III established a 'headline rule' of its exclusive and unrestricted use, with India's role confined to narrow and tightly constrained exceptions under Annexures D and E.³² Further, Pakistan contended that the object and purpose of the IWT *compel* such a restrictive interpretation of the exceptions to the Article III obligations, including those in Annexure D.³³ On the other hand, India maintained that Annexure D functioned as an enabling framework that gave it significant latitude to design and operate run-of-river plants, subject only to broadly defined criteria and evolving practices.³⁴

The Court first approached the issue of interpretation from a textualist angle; it read Article III (1), which establishes Pakistan's right to unrestricted use of the waters of the Western Rivers, together with Article III (2), which contains several exceptions.³⁵ However, in interpreting Annexure D, which embodies a general 'let flow' rule in Pakistan's favour, the Court turned to the *travaux préparatoires* of the IWT, particularly its negotiating history.³⁶ Notably, this reliance was confirmatory rather than foundational: the Court had already endorsed a strict construction of Annexure D and its provisions governing India's permissible uses of the Western Rivers, with the *travaux préparatoires* serving to reinforce that conclusion.³⁷ At the same time, the Court underscored two additional points. First, Article III and Annexure

³² Pakistan's Memorial, paras. 9.10 and 9.94.

³³ *ibid*, para. 9.98.

³⁴ Indus Waters *Kishenganga* Arbitration (Pakistan v. India), PCA Case No. 2011-01, Counter-Memorial of the Government of India dated 23 November 2011, paras. 1.25, 4.14, 7.56.

³⁵ *id.*, paras. 441.

³⁶ *ibid*, para. 445.

³⁷ *ibid*, para. 448, 451.

D could not be treated as “evolutive” in nature; stability and predictability in the generation of hydro-electric power was a key object and purpose of the Treaty.³⁸ Second, the provisions could not be interpreted so rigidly as to strip India of the capacity to generate electricity from run-of-river plants built in conformity with the Treaty. While the “let flow” rule favoured Pakistan, the Court stressed that its exceptions in favour of India were equally integral to the balance of rights, and Pakistan’s entitlements could not be read in a manner that nullified those exceptions.³⁹

Ultimately, the Court in Part VIII of the Award carefully balanced textual fidelity, historical confirmation and purposive restraint. Even though there was greater inclination towards a rigid textualist interpretation, the Court ensured the exceptions enumerated in Article III and Annexure D retained their operative force. This subtle yet significant doctrinal turn in IWT interpretation has not only reshaped the balance between Pakistan’s headline rights and India’s limited exceptions but it also opened the door to deeper reflections on the evolving doctrines of treaty interpretation and international water governance.

II. Beyond the Award

The PCA essentially rejected a fully evolutive approach in the August Award, privileging stability and predictability over flexibility. This evolutive approach, in modern times, has been used to incorporate customary international law through dynamic treaty interpretation.⁴⁰ Through this approach, terms and concepts in a treaty are examined by *subjective* interpretive means, which may include ascertaining the principles of good faith and reasonableness. Such was the view of the ICJ in *Gabcíkovo-Nagymaros*, where the Court opined that the concerned Treaty was not static and was open to adapting to emerging norms of international law.⁴¹ However, it is crucial to preface that the Court made such observations in light of the fact that the dispute centred

³⁸ *ibid*, para. 455.

³⁹ *ibid*, para. 456.

⁴⁰ U Linderfalk (2011), ‘The Application of International Legal Norms over Time: The Second Branch of Intertemporal Law’, (58 NILR 147).

⁴¹ *Gabcíkovo-Nagymaros Project (Hungary v Slovakia)* Judgment [1997] ICJ Rep 7, para. 112.

around grave environmental risks. A more ‘pragmatic’ middle ground, as was adopted by the PCA in the August Award, is teleological in nature. The contention then arises as follows: to what extent is the object and purpose of a treaty to be interpreted? India consistently argued leading up to the August Award that the object and purpose were to be interpreted broadly; the object and purpose, as per India, was essentially to provide for the maximum development of resources by one Party or the other.⁴² In his concurring opinion, Professor Minear addressed this question of broad interpretation of the object and purpose of the IWT. Importantly, he viewed the crux of treaty negotiation to be a “compromise that balances the competing interests of the treaty partners”.⁴³

Where a Court may interpret a treaty broadly would be if it is necessary to do so to ascertain its object and purpose. So was the case in the *Iron Rhine* arbitration, where the PCA held that the treaty’s unlimited duration required its object and purpose to encompass modernization and adaptation of the railway. By defining that purpose broadly, it interpreted otherwise static terms in light of contemporary technical developments.⁴⁴ However, *Iron Rhine* is clearly distinguishable from the present dispute: water treaties with detailed allocation regimes, like that of the IWT, may resist evolutive readings, precisely because of their political sensitivity. In his partly dissenting opinion in the August Award, Judge Al-Khasawneh tacitly corroborates this principle when he states that a “primary object of such treaties is the achievement of stability and finality.”⁴⁵ Had the object and purpose of the IWT been construed as broadly as India sought, it would have had the net effect of rendering both the parties’ obligations unpredictable. Subsequently, this would have reduced the object and purpose of the IWT as indeterminate, whereas the reality is on the contrary.

⁴² n28, para. 408.

⁴³ Concurring Opinion of Professor Jeffrey P. Minear, *Indus Waters Western Rivers Arbitration* (Islamic Republic of Pakistan v. Republic of India), PCA Case No. 2023-01, para. 17.

⁴⁴ *Iron Rhine Arbitration* (Belgium/The Netherlands) Judgment (2005) 140 ILR 103, para. 91.

⁴⁵ Partly Dissenting Opinion of Judge Al-Khasawneh, *Indus Waters Western Rivers Arbitration* (Islamic Republic of Pakistan v. Republic of India), PCA Case No. 2023-01, para. 12.

In the *Temple of Preah Vihear*, the ICJ underscored why treaties of allocation are often conceived as ‘stability-first’ instruments.⁴⁶ In resolving the boundary dispute, the Court observed that when two States establish a frontier, “one of the primary objects is to achieve stability and finality,” cautioning that any frontier liable to constant revision would be “completely precarious.” The principle animating this reasoning was that the international legal order values certainty and predictability in territorial or resource divisions more highly than the pursuit of technical perfection or adaptability. By affirming that stability itself is a central object of boundary treaties, the Court privileged the settled allocation, even if imperfect, over any attempt to reopen it in light of later objections. This logic resonates strongly with the PCA’s approach in the August 2025 Award under the IWT. Just as the ICJ treated stability and finality as the essential object of a frontier regime, the PCA refused to read Article III and Annexure D of the IWT as evolutive, holding instead that their strict allocation scheme was designed to provide predictability across time. In both cases, stability was not merely an incidental effect of treaty-making but an intrinsic object, deliberately chosen to prevent the very uncertainty that evolutive interpretation might invite.

Conclusion

Thus, as the IWT stands now, it has come out unscathed out of a textualist storm in *Baglihar*, only to be tempered by the purposive winds of *Kishenganga* and ultimately steadied by the August 2025 Award as a ‘stability first’ treaty. This trajectory underscores how successive disputes have not undermined the Treaty but refined its interpretive grammar. The August Award is pivotal in this respect: it resists the pull of an evolutive method, which in other contexts, allowed treaties to absorb emerging norms and technical change. Instead, by grounding its reasoning in text and confirming it with *travaux préparatoires*, the Court emphasized stability and predictability as the IWT’s core object. Looking ahead, the jurisprudence of the IWT is likely to proceed within this stability-oriented framework. Future tribunals will be cautious in expanding its object and purpose beyond the compromises struck

⁴⁶ Case concerning the Temple of Preah Vihear (Cambodia v. Thailand), Merits, Judgment of 15 June 1962, I.C.J. Reports 1962, pp. 34.

in 1960, treating its rigid allocations as sacrosanct. This does not mean that the IWT is immune to change; rather, adaptation will occur through incremental adjustments and not wholesale reinterpretation. In this sense, the IWT will continue to evolve by way of *measured teleology*. Its endurance will therefore lie not in elasticity but in resilience, preserving finality while accommodating only those adaptations essential to sustain the bargain